

# ALASKA REAL ESTATE COMMISSION CONSUMER PAMPHLET DISCLOSURE

This Consumer Disclosure, as required by law, provides you with an outline of the duties of a real estate licensee (licensee). This document is not a contract. By signing this document you are simply acknowledging that you have read the information herein provided and understand the relationship between you, as a consumer, and a licensee. (AS 08.88.600 – 08.88.695)

There are different types of relationships between a consumer and a licensee. Following is a list of such relationships created by law:

## Specific Assistance

The licensee does not represent you. Rather the licensee is simply responding to your request for information. And, the licensee may "represent" another party in the transaction while providing you with specific assistance.

Unless you and the licensee agree otherwise, information you provide the licensee is not confidential.

Duties owed to a consumer by a licensee providing specific assistance include:

- a. Exercise of reasonable skill and care;
- b. Honest and good faith dealing;
- c. Timely presentation of all written communications;
- d. Disclosing all material information known by a licensee regarding the physical condition of a property; and
- e. Timely accounting of all money and property received by a licensee.

## Representation

The licensee represents only one consumer unless otherwise agreed to in writing by all consumers in a transaction.

Duties owed by a licensee when representing a consumer include:

- a. Duties owed by a licensee providing specific assistance as described above;
- b. Not intentionally take actions which are adverse or detrimental to a consumer;
- c. Timely disclosure of conflicts of interest to a consumer;
- d. Advising a consumer to seek independent expert advice if a matter is outside the expertise of a licensee;
- e. Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
- f. Making a good faith and continuous effort to accomplish a consumer's real estate objective(s).

## Neutral Licensee

A neutral licensee is a licensee that provides specific assistance to both consumers in a real estate transaction but does not "represent" either consumer. A neutral licensee must, prior to providing specific assistance to such consumers, secure a Waiver of Right to be Represented (form 08-4212) signed by both consumers.

Duties owed by a neutral licensee include:

- a. Duties owed by a licensee providing specific assistance as described above;
- b. Not intentionally taking actions which are adverse or detrimental to a consumer;
- c. Timely disclosure of conflicts of interest to both consumers for whom the licensee is providing specific assistance;
- d. If a matter is outside the expertise of a licensee, advise a consumer to seek independent expert advice;
- e. Not disclosing consumer confidential information during or after representation without written consent of the consumer
- f. unless required by law; and
- g. Not disclosing the terms or the amount of money a consumer is willing to pay or accept for a property if different than what a consumer has offered or accepted for a property.

If authorized by the consumers, the neutral licensee may analyze and provide information on the merits of a property or transaction, discuss price terms and conditions that might be offered or accepted, and suggest compromise solutions to assist consumers in reaching an agreement.

### Designated Licensee

In a real estate company, a broker may designate one licensee to represent or provide specific assistance to a consumer and another licensee in the same office to represent or provide specific assistance to another consumer in the same transaction.

### ACKNOWLEDGEMENT:

I/We, \_\_\_\_\_ have read the information provided in this Alaska Real Estate Consumer Disclosure and understand the different types of relationships I/we may have with a real estate licensee. I/We understand that **Kevin Lindsay** of Real Property Management will be working with me/us under the relationship(s) selected below.

(Initial)

\_\_\_\_\_ Specific assistance without representation.

☒ Representing the Seller/Lessor only. (may provide specific assistance to Buyer/Lessee)

\_\_\_\_\_ Representing the Buyer/Lessee only. (may provide specific assistance to Seller/Lessor)

\_\_\_\_\_ Neutral Licensee. (must attach Waiver of Right to be Represented, form 08-4212)

Date: 2/17/2016 Signature: [Signature]  
(Licensee)

Date: 2-17-16 Signature: [Signature]  
(Consumer)

Date: 2/17/16 Signature: [Signature]  
(Consumer)

Date: 02/17/16 Signature: [Signature]  
(Consumer)

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Consumer)

**THIS CONSUMER DISCLOSURE IS NOT A CONTRACT**



## RENTAL/LEASE AGREEMENT

This Lease agreement is entered into on 02/17/2016 by Real Property Management Last Frontier LLC, hereinafter called the MANAGER on behalf of the property owner and the undersigned Resident(s) covering 6936 Briar Loop, Anchorage, AK 99518, hereinafter called PREMISES.

**Resident(s) Name:** '

1. **TERM: The premises are leased for a period of from 02/17/2016 to 03/31/2016**
  - a. Upon expiration of lease, the term will continue on a month-to-month tenancy with a 5% increase in rent until either party gives 30 days notice before the rental due date.
2. **RENT: The Resident(s) agree to pay rent in the amount of \$1550.00 Dollars per month.**
  - a. **If applicable, the pro-rated amount for first months rent is (Days) X (Cost per day) totaling \$694.82 at second month of move in.**
  - b. First thirty days of rent is always due at move in then the P/R is due on the following 1st of the month.
  - c. **Late Fee of \$75.00 is applied if paid after midnight on the 3rd day of each calendar month. Late fee will cover the cost in attempting to collect the unpaid rent. (IE Emails, Phones, Printed notices, and ETC.)**
  - d. If rent is not paid in full as required by this lease, online payment access will be restricted and Resident(s) will be required to pay in person until the account balance is paid in full.
  - e. **Any returned check for any reason whatsoever shall be subject to a returned check fee in the amount of \$50.00 plus any other applicable fees.**
  - f. All monies collected will first be applied to any outstanding charges (IE: Utilities, Maintenance, and/or Fee(s)) then rent. This may leave you with an unpaid rent balance. This amount must be paid prior to the deadline to avoid a late fee.
3. **SECURITY DEPOSIT: As security on the premises, Resident(s) will pay LESSOR the sum of \$ 1500.00 as a security deposit to secure Resident performance of this lease and against damages caused to the premises.** Manager will provide in writing an accounting of security deposit within the legal required number of days after Resident delivers possession of the premises or the lease end date, whichever is later.
4. **TENANT RESPONSIBLE FOR THE FOLLOWING UTILITIES: Snow Removal, Lawn Care, Gas, Electric, Cable/Internet**
  - a. It is the responsibility of the tenant to have utilities turned on in their name by the time of the move in. The utilities may or may not be turned on when you arrive at the property. If the utility is on and not in your name, back bill fees may apply. If the utility is not on, you should have called ahead to have them turned on the day of move in. Utility companies might need time to get things turned on, please call as much in advance as possible.
5. **SPECIAL ADDITIONAL TERMS AND CONDITIONS FOR THE LEASE:ns: Month to month lease. 5% increase in rent for month to month status does not apply in this case.**
6. **BUILDING/UNIT TERMS AND CONDITIONS: Pets are not allowed under any circumstances.**
7. **OCCUPANCY: The premises is leased to the Resident(s) for occupancy solely by the following Residents: Tyler Dobson, Sierra Bartholomew, Makayla Brogdon. Residents(s) further agrees not to sublet any portion of the premises, not to keep any roomer, or boarders, or in any other way increase the occupancy of the unit beyond that specified herein. In the event of any changes of**

occupancy, the following is required (1) New occupant must sign and submit an application (2) New occupant is approved through screening by the Manager if over the age of 18(3) New or amended lease agreement must be signed by all Resident(s).

8. NOTICE: Notices shall be in writing and in compliance with the provisions of the Alaska Uniform Landlord and Tenant Act and other related statutes. Notices to Manager shall be delivered directly to the Manager and provide receipt. Notices to the resident must follow correct posting procedures, including but not limited to posting on the door or certified notice in the mail.
9. TERMINATION: This Agreement shall be automatically renewed on a month to month basis after the lease term with a 5% increase in rent.
  - a. Either party may terminate this Lease at the end of the initial term or successive term by giving written notice at least 30 FULL days before the rental due date.
  - b. **A resident may not hold over past the termination date given in the notice unless the entire months rent is paid in advance and approved by the Manager. This amount may be pro-rated back should a tenant be placed.**
  - c. **If the resident violates the lease terms by vacating prior to the end of the lease or fails to give proper 30 day notice, fees and rent charges will apply. Rent charges will continue to accrue until the unit has been re-rented or the manager elects to remove the property from the market.**
  - d. Per the statutes, a resident is obligated to all the rent till the end of a term.
  - e. If a tenant doesn't give 30 days notice, then 30 days of rent can be billed unless the unit can be re-rented in under 30 days and the unpaid rent will be pro-rated.
  - f. If a resident(s) leaves prior to the end of the lease, they are obligated to all the rent unpaid, utility charges, renting fees, and fees charged to the owner until end of lease term.
  - g. Resident(s) have the right to assist in re-renting the unit to help reduce resident costs but must be done with the Managers written approval. Please speak with Manager to discuss and have in writing.
  - h. Manager agrees to put a rent ready unit on the market quickly to help lower the tenants fees and charges.
  - i. **Military Only:** If you are military and you receive Permanent Change of Station (PCS) orders for everyone in the residence, you may be released from your lease with no penalties. The tenant is still obligated to do a 30 day written notice prior to the rental dues date; See Section 9B. All other terms of the contract will remain the same.
10. ALTERATIONS: Resident(s) accepts the premises in its present condition and agrees to surrender the premises in a condition the same as the present state, normal wear and tear accepted. Resident(s) shall not paint, hang shelves, hang large rods, or make any alterations to the premises without written consent by Manager.
11. RESIDENT(S) RESPONSIBILITIES, RULES, AND REGULATIONS:
  - a. Tenant agrees to follow all Municipal, State, and Federal laws, House Rules, and any other amendments attached to the lease. Any violations of the responsibilities, rules, and regulations are subject to a Serving/Notice fee from the manager. Any costs incur by the owner for violation of the rules will be back billed and charged to the tenant. Any continues violations of the same incident repeating, shall be cause for termination of this agreement at the option of LESSOR. Such rules shall include but not be limited to the House Rules Amendment Attached to this lease.
12. PETS AND ANIMALS: Resident(s) shall not keep any animal, pet, or guest's pet(s) in or about the house without prior written permission. See Exhibit (a) Proper Pet or Animal form. Unapproved pets will subject to a minimum daily fee of \$50.00 per day until the Pet is approved or until the pet is permanently removed from the property.
13. LIABILITY: Resident(s) agrees that all personal property in the House shall be at the risk of the Resident(s). Resident(s) further agrees to hold the Manager harmless in any matter for/or on account of

any loss or damage sustained by action of any third party, fire, water, theft, or the elements by the building.

14. **INSURANCE: The Manager strongly recommends that the Resident(s) obtain insurance to cover personal belongings. Pet owners are required to maintain Renters Insurance for liability reasons and protection of all parties in case the animal does any damage to the premises or another person.**

- a. If the premises are destroyed by fire or any other casualty, LESSOR may cause the damage to be repaired and the rent abated for such a period of time as the premises remain untenable. If the premises are destroyed or so damaged that LESSOR shall decide it is not advisable to repair same, this lease shall cease and terminate and the rent shall be adjusted to the date such fire or casualty occurred on a daily basis herein provided.
- b. Personal items included food, stored food, clothes, TV, and any item the tenant would have brought with them when they occupied the premises.

15. **SAFETY: TENANT will test smoke alarms, CO Detectors, and inspect fire extinguishers on a monthly basis. TENANT will advise LESSOR immediately if smoke alarms or if fire extinguishers are found to be non functional. The Tenant is to supply and maintain the batteries in the operation of the systems.**

16. **PESTS:** As used in this paragraph, the term "pests" means mice, rats, cockroaches, bed bugs, spiders, ants, and any other insect pests to the best of the Manager's knowledge, the premises are free of pests as of the date Resident(s) first occupies the Premises. Resident(s) acknowledges that pests can be subsequently introduced into the premises in a variety of ways. For example, ants, cockroaches, mice, and rats are attracted to food and crumbs that have not been properly disposed of or stored. Furthermore, if Resident(s) travels, bed bugs and cockroaches can be brought into the premises in Resident(s) clothing and luggage as a result of staying in hotels or other bedding and furniture. Resident(s) shall immediately notify manager in writing if any pests are discovered in the premises. **If pests are discovered in the premises within the first seven (7) days that resident(s) occupies the premises, Manager shall pay the cost of exterminating the pests.** If pests are discovered in the premises more than seven (7) days after resident(s) first occupies the premises, Resident(s) shall pay (at the time Resident(s) next rental due date) the cost to exterminate the pests, it being presumed that the pests were introduced into the premises by the resident(s) or resulted from the resident(s)'s housekeeping habits. Regardless of when any pests may be discovered, the Manager will select a pest control service of the Manager's choosing to exterminate the pests. Manager will provide Resident(s) with at least twenty-four (24) hours prior notice before extermination commences. If Resident(s) don't cooperate with verbal/email 24 hour notices, Manager may use a 24 hour legal posting on unit door and may be back billed to resident(s). Resident(s) shall cooperate with the manager and the pest control services to provide access and otherwise facilitate the extermination process. Resident(s) acknowledges that the time and cost Resident(s) may incur in the pest extermination process, even if that process is paid for by the manager, may be significant. By way of example and not limitation, if such pests are bed bugs, Resident(s) shall T Resident(s) cost take such reasonable action including bagging, sealing, of all clothes and other items, washing of all clothing and bedding in hot water and drying on the hottest setting, vacuuming every crevice in the premises, and possible disposal of mattresses, box springs, couches, and furniture off sight. There will be no reduction in rent or rent credit for the extermination process.

17. **ACCESS:** Resident(s) shall allow Manager to access at all reasonable times for the purpose of inspection, or to show said house to purchases, mortgagees, residents, workmen, or contractors. Manager shall, when practicable and not subject to emergencies, give the Resident(s) twenty-four hour notice of entry. If Resident is unreasonable or unreachable, the Manager can take legal action and post twenty-four hour notice of entry on door. This is a legal notice and costs maybe back billed to Residence.
18. **REMOVAL OF PROPERTY:** If LESSOR'S right of entry is exercised following abandonment of the premises by TENANT, then LESSOR may consider any personal property belonging to TENANT and left on the



premises to also have been abandoned, in which case LESSOR may dispose of all such personal property in accordance with applicable laws. LESSOR will not be held liable for abandoned personal property.

19. COSTS AND ATTORNEYS FEES:

- a. Any and all legal postings may be back-billed to the Resident(s). These reasons must be reasonable in nature and include but not limited to 24-Hours notice of posting, Non-Payment posting, Violation Postings, Notice to Cure postings, etc.
- b. In the event the Resident(s) fails to pay any installment of rent when due, or shall violate or fail to perform any other covenants or agreements herein contained, the Manager may terminate this agreement forthwith, and in the event Manager finds it necessary to obtain the services of an attorney to enforce any covenants contained therein the Resident(s) agree to pay reasonable attorneys and court fees whether or not any suit is commenced, and in the event suit is commenced, Resident(s) shall pay the cost of any such suit and reasonable attorneys fees therein.
- c. The Manager may also charge any administrative fees for servicing or enforcing the regulations of this contract or the State Of Alaska regulations.
- d. If Resident is unreasonable or unreachable for maintenance requests, the Manager can take legal action and post twenty-four hour notice of entry on door. This is a legal notice and costs maybe back-billed to Residence.
- e. **As provided under AS 34.03.350, in the event any dispute arises between MANAGER and RESIDENT(S) concerning this agreement that results in litigation, the losing party shall pay the prevailing party's reasonable attorney fees and court costs, which shall be determined by the court and made part of any judgment.**

20. RE-RENTING: Resident(s) agrees that Manager has the right to show the premises to prospective resident(s) during reasonable times for a period of twenty days prior to the expiration of residency and after notice to vacate has been given by or to Resident(s).

21. REPAIRS and ROUTINE MAINTENANCE:

- a. Resident(s) agree to notify the Manager immediately about any damages that occur. If the damage is caused by the tenant or guest of the tenant the full costs, including administration fees or management fees, will be paid by the tenant.
- b. Requested repairs will be made in writing. Certain Emergencies, building codes, life threatening, and insurance related claims will not apply.
- c. Failure to immediately notify Manager about needed maintenance or repairs, or attempts to fix the problem or property without prior authorization from Manager may cause bigger, more expensive problems. Therefore, failure to notify Manager of such things may result in deductions from tenants deposit and possible billing to tenant if damages exceed that amount. Tenants are responsible for any damages that their guests accrue to the building.
- d. Resident(s) is responsible for keeping all toilets and garbage disposals in good working order and for the maintenance and repairs of Resident(s) caused problems, including (but not limited to ) jammed garbage disposals, clogged drains and toilets resulting from foreign objects, Light bulbs, furnace filters, smoke detectors, CO detectors, breakage and repairs of appliances caused by abuse or negligence.
- e. **Resident(s) will receive no rent reductions, adjustments or compensation due to repairs or interruptions of service except as provided in this lease or as provided in this lease or as provided by law.**
- f. Resident(s) shall be charged and agrees to pay the cost of any repair or repainting of interior walls due to smoke damage regardless of the cause, i.e. smoking, candle-burning, etc.
- g. **Resident(s) shall pay all charges for user error costs.**

22. MOVE/CONDITION

- a. **Move In / Out Walk Through: The resident has up to five (5) days after the move in to add to the original move in inspection completed previously to the physical move in of the**

**premises.** Upon move out, the tenant may complete their own move out inspection and submit a copy to the Manager the day the keys are turned in. If this is not submitted at time of keys being turned in, the Manager will use their own inspection and not consider the resident's version. The Manager will take into account both or any inspection available when determining the return of the deposit after possession was turned over to the management company.

- b. The Resident is responsible for ensuring communication to the manager for their check out date and time to legally end possession of the premises.
- c. **The Resident(s) may have the carpets professionally steam cleaned at the time of vacating the property and provide the cleaning receipt OR request the Manager to do so at the Resident(s) expense. The cost of professional cleaning and repair may be deducted if that cleaning or repair is necessary to bring property up to the clean condition in which it was rented.**
- d. You agree to take this property in an "as is" condition. Upon leaving, the unit will be in the same condition.

Tenant has received the following: 3 door keys & 2 garage openers

The undersigned has read the entire contents of this agreement and any attachment hereto, understands Resident(s) rights and obligations as outlined herein, finds them reasonable, and agrees by his/her signature hereon that he/she will in all ways abide by them.

It is understood that the terms and conditions of this lease are the joint and several responsibility of each of the tenants signing this document. The terms of the lease and the performance of the lease are governed by applicable state and federal laws. It is not the manager intent to contradict or overlook the law with regard to any portion of this agreement.

All applicable state and federal laws governing the Manager-Tenant relationship are made part of this agreement and together with the terms set forth above comprise the complete and entire agreement between the parties. No oral statements made shall be binding upon either party. Any modification to the terms of this agreement must be in writing and approved by manager.

I have read the foregoing, understand its contents, and agree to comply with its terms and conditions.

Resident Signature \_\_\_\_\_ (Date) 7.17.16

Resident Signature \_\_\_\_\_ (Date) 02/17/16

Resident Signature \_\_\_\_\_ (Date) 2/17/16

Resident Signature \_\_\_\_\_ (Date) \_\_\_\_\_

Manager Signature [Signature] (Date) 7/17/2016

## UTILITY DISCLOSURE

This agreement is entered into on 02/17/2016 by Real Property Management Last Frontier LLC called the MANAGER and the undersigned Resident(s) covering 6936 Briar Loop, Anchorage, AK 99518, hereinafter called PREMISES.

Resident(s) Name:

1. TENANT RESPONSIBLE FOR THE FOLLOWING UTILITIES: Snow Removal, Lawn Care, Gas, Electric, Cable/Internet
  - a. **All Utilities must be switched into tenants name within 7 days of taking possession of the unit. This does not however, relieve the tenant for responsibility to pay for utility service usage during that initial 7 day period. If the utility is on but not in tenant's name, utility usage charges will be prorated and will be billed to tenant.**
  - b. The utilities may or may not be turned on when you arrive at the property. Utility companies might need time to get things turned on, please call as much in advance as possible.

### Electric

- Matanuska Electric Association
  - <http://www.mea.coop> (907)745-3231 / (907)376-7237
- Chugach Electric
  - [www.chugachelectric.com](http://www.chugachelectric.com) (907)563-7366
- ML&P (Municipal Light and Power)
  - [www.mlandp.com](http://www.mlandp.com) (907)263-5340

### Water & Sewer

- Anchorage Water and Waste Water Utility
  - [www.awwu.biz](http://www.awwu.biz) (907)564-2700
- City of Wasilla
  - (907)376-9095
- City of Palmer
  - (907)745-3271

### Refuse

- Alaska Waste
  - [www.alaskawaste.net](http://www.alaskawaste.net) (907)563-3717
- Alaska Waste (Wasilla and Palmer)
  - [www.alaskawaste.net](http://www.alaskawaste.net) (907)376-2158
- Solid Waste
  - [www.muni.org/departments/sws](http://www.muni.org/departments/sws) (907)343-6262

### Gas

- Enstar
  - [www.enstarnaturalgas.com](http://www.enstarnaturalgas.com) (907)277-5551 / (907)376-7979

I hereby understand that the above utilities must be switched into the tenant(s) within 7 days of lease commencing. Should utilities not be switched into tenant's name prior to occupancy, Real



Property Management has the right to cancel service and/or back bill the utility costs that was used.

I also understand that fee(s) may apply for having to be notified of this issue and for any possible enforcement of the utilities. Any violations fines will be back billed to the resident. The violation fines amounts will be reasonable in monetary amount based on the violation that occurred. If there are any legal posting fees, or certified mail costs incurred for sending violation notices, those will also be back-billed to the resident in conjunction with any violation fines.

I have read the foregoing, understand its contents, and agree to comply with its terms and conditions.

Resident Signature [Signature] (Date) 2.17.16

Resident Signature [Signature] (Date) 2/17/16

Resident Signature [Signature] (Date) 02/17/16

Resident Signature \_\_\_\_\_ (Date) \_\_\_\_\_

## **MOLD AND MILDEW DISCLOSURE**

This Lease agreement is entered into on 02/17/2016 by Real Property Management Last Frontier LLC, hereinafter called the MANAGER and the undersigned Resident(s) covering 6936 Briar Loop, Anchorage, AK 99518, hereinafter called PREMISES.

Resident(s) Name: \_\_\_\_\_

It is the goal of the landlord to maintain this property to the highest quality of living environment for the tenants. The landlord has inspected the dwelling unit prior to the commencement of the rental agreement and has identified no damp or wet building materials and knows of no mold, mildew or other fungal growth in the dwelling unit. However, mold and mildew spores are present throughout the natural environment and cannot be entirely eliminated from any dwelling place.

Many sources of excess moisture can lead to high indoor humidity and cause mold, mildew or other fungal growth. Most sources of moisture can be controlled by simple procedures under the control of the tenant. Our mutual goals should be to reduce excess moisture within the dwelling unit wherever and whenever possible.

**In order to reduce the probability of mold, mildew or other fungal growth, protect your health and protect your personal property and the dwelling unit, you, the tenant agree to maintain the premises in a manner that prevents the growth of mold, mildew or other fungi in the dwelling unit by reducing or eliminating the sources of excess moisture. Moisture occurs from the process of breathing, presence of live plants and fish tanks, cooking, bathing, laundry and other moisture-producing activities.**

If the dwelling contains excess moisture due to the tenant's lifestyle or activities, the tenant may be required to obtain and maintain a product or product(s) which reduce moisture in the unit.

Tenants obligations include, but are not limited to the following:

- To keep the dwelling clean at all times; free of dirt and debris, especially those things that can harbor mold, mildew spores or other fungal growth.
- To clean bathroom, kitchen surfaces and walls with products which reduce or inhibit growth of mold, mildew or other fungi.
- To use Hood Vents when Cooking and Cleaning.
- To use Vents and or windows in the bathroom.
- To avoid excessive amount of plants.
- Curtains must be used properly to avoid moisture being trapped between curtain and window.
- To clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as the condition occurs.
- **To use bathroom fans while bathing or showering, kitchen fans while cooking and utility area fans whenever water is being used. Continue use of fans for at least 30 minutes following activity.**
- **To agree to report to the landlord when any exhaust fan does not operate.**
- To agree to use all reasonable care to close all windows and other openings to the premises to prevent rain and other outdoor water from penetrating the dwelling unit.

- To open multiple windows (weather permitting) at least twice a week for one hour to allow cross ventilation of the dwelling.
- To keep any fish tanks covered, if allowed under the rental agreement and/or pet addendum. (Fish is a pet and must be approved)
- To maintain connections and operation of the applicable heating source and to maintain temperatures within a range of 55 to 75 degrees. No non-vented kerosene or other flame-producing space heaters are to be used indoors at any time.
- To allow a minimum of six-inches of space between furniture and walls for proper air ventilation.
- To notify the landlord immediately of any circumstances involving excess moisture or water leakage such as plumbing leaks or drips, sweating pipes or toilet tanks, as well as, any overflows in the bathroom, kitchen or laundry facilities (if applicable), especially in cases where the overflow may have permeated walls, floors, carpeting or other floor coverings or cabinets. Excess water shall be immediately removed to prevent further damage.
- To notify the landlord of any mold growth on surfaces inside the dwelling unit that cannot be removed or controlled by the tenant.
- **Tenant agrees to allow the landlord to enter the dwelling unit to inspect and make necessary repairs.**
- **SMALL AREAS OF MOLD:** If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem. Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.
- **TERMINATION OF TENANCY:** Owner or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or in actions are causing a condition which is conducive to mold growth.
- **INSPECTIONS:** TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

**VIOLATION OF ADDENDUM:** IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this addendum.

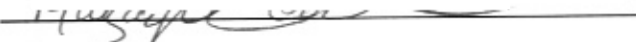
**HOLD HARMLESS:** If the premises is or was managed by an agent of the Owner, TENANT(S) agree to hold Agent and its employees harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Tenant understands and agrees that failure to do any of the actions required by this addendum shall constitute a material noncompliance with the rental agreement affecting health and the integrity of the dwelling unit and may result in termination of tenancy. Landlord has provided access to a copy of the U.S. Environmental Protection Agency document, A Brief Guide to Mold, Moisture, and Your Home to tenant with the lease addendum.

<http://www.epa.gov/mold/moldguide.html>

Tenant(s) Signature  Date: 2.17.16

Tenant(s) Signature  Date: 02/17/16

Tenant(s) Signature  Date: 2/17/16

Tenant(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

## HOUSE RULES DISCLOSURE

This agreement is entered into on 02/17/2016 by Real Property Management Last Frontier LLC, hereinafter called the MANAGER and the undersigned Resident(s) covering 6936 Briar Loop, Anchorage, AK 99518, hereinafter called PREMISES.

Resident(s) Name: \_\_\_\_\_

RESIDENT(S) RESPONSIBILITIES, RULES, AND REGULATIONS: Tenant agrees to follow the Municipality Regulations, House Rules, and any other amendments attached to the lease. Such rules shall include but not be limited to the items listed below:

1. To pay for any additional cable upgrades &/or Internet. (Unless Lease States otherwise)
2. To properly dispose of all garbage appropriately. Garbage bags are not to be left at entry way.
3. To properly use the electrical, heating, and plumbing appliances. Resident(s) must pay for damage caused by misuse.
4. Not to destroy, deface or damage the premises.
5. Not to affix posters, pictures, mirrors, or other items on the walls with adhesive type materials. 3M removable adhesive hangers are allowed.
6. Not to place screw or nails in cabinets, doors, trim, or windows.
7. Only use small nails or picture hanging j-hooks for hanging items on the wall. **Any holes larger than a small picture nail is classified as beyond wear and tear.**
8. Not to paint without written permission.
9. Not to violate any Municipal, State, or Federal Law.
10. Not to house any pet or animal without prior written consent.
11. To immediately inform the Manager of any damages.
12. **Not to use foil, towels, and/or sheets as curtains.**
13. Follow all House Rules from the association community or association Manager.
14. Follow all posted signs on the property.
15. To take appropriate care of appliance through normal use.
16. Test smoke alarms, co detectors, and inspect fire extinguishers on a monthly basis and immediately notify if smoke alarms or if fire extinguishers are found to be non-functional.
17. **The resident is to supply and maintain the batteries in the operation of the smoke / CO detectors.**
18. **Do not disconnect or alter smoke alarms, fire alarm system, or carbon monoxide detectors. Should it be discovered that smoke alarms, fire extinguishers, or carbon monoxide detector has been removed, destroyed, or otherwise rendered inoperable a \$75 fine will be assessed per violation.**
19. Do not turn the dishwasher, dryer, or washing machine on if you will not be at home.
20. **Chicken bones, celery, metal ties, potato skins or like items should not be placed in the garbage disposal because they jam the mechanism and cause needed repairs. This is considered user error and repair costs will be billed to the tenant.**
21. No grease or oil in drains.

22. Resident(s) personal items, such as brooms, bikes, bicycles, shoes, tools, etc, must be kept out of view
23. Garbage and trash are to be placed in containers provided by the trash company, ie dumpster or roll out cans. Roll out containers should only be in front yard for 24 hours of scheduled dumpster pick up days. During other times keep dumpsters out of sight.
24. **No inoperable vehicles, expired vehicle registration, expired insurance, or stored vehicles to be parked on the premises at any time. Vehicles parked within a garage are excepted. The vehicle will be towed at tenants and/or owner of the vehicles expense.**
25. No oil changes or repair work of any kind may be performed on any vehicle on the premises or parking areas.
26. **No parking on the lawn.**
27. Motorcycles will not be stored inside the unit, only garages, carport, or other normal parking areas.
28. Respect Peaceful enjoyment of the surrounding neighbors.
29. Resident(s) is fully responsible for the guest(s) action while on the premises. Guest is a person who has been invited onto the premises by a resident.
30. No resident may make or permit any disturbing noises by him/her, family or friends. Radios, televisions, stereos, and voices must be regulated at all times.
31. The resident must follow the Quiet Hours set by the municipality, 10:00pm to 7:00am.
32. No awning, blinds, shades, screens or other projections shall be attached to or hung outside or in the windows. This includes clothes, towels, or other garments.
33. Resident must keep entrances, hallways, and stairways clear of debris in order to be compliant with fire codes.
34. **No grills are used or kept on the premises, if the unit is greater than a Single Family Home. If allowed and when in use, grill must be used while greater than 10 feet away from the home.**
35. **No Smoking of any kind inside the home/garage/shed/common areas. This will result in an immediate eviction and any costs associated with remediation will be billed to the tenant.**
36. Not deliberately or negligently destroy, deface, damage, impair or re-move any part of the unit.
37. Resident will follow House Rules.

The undersigned has read the entire contents of this agreement and any attachment hereto, understands his/her rights and obligations as outlined herein, finds them reasonable, and agrees by his/her signature hereon that he/she will in all ways abide by them. Any violations fines will be back billed to the resident. The violation fines amounts will be reasonable in monetary amount based on the violation that occurred. If there are any legal posting fees, or certified mail costs incurred for sending violation notices, those will also be back-billed to the resident in conjunction with any violation fines.

It is understood that the terms and conditions of this lease are the joint and several responsibility of each of the tenants signing this document. The terms of the lease and the performance of the lease



are governed by applicable state and federal laws. It is not the LESSOR'S intent to contradict or overlook the law with regard to any portion of this agreement.

All applicable state and federal laws governing the Manager-Resident relationship are made part of this agreement and together with the terms set forth above comprise the complete and entire agreement between the parties. No oral statements made shall be binding upon either party. Any modification to the terms of this agreement must be in writing and approved by LESSOR.

I have read the foregoing, understand its contents, and agree to comply with its terms and conditions.

Resident Signature [Signature] (Date) 2-17-16

Resident Signature [Signature] (Date) 2/17/16

Resident Signature [Signature] (Date) 2/17/16

Resident Signature \_\_\_\_\_ (Date) \_\_\_\_\_

## **HOME OWNERS ASSOCIATION DISCLOSURE**

This Lease agreement is entered into on 02/17/2016 by Real Property Management Last Frontier LLC, hereinafter called the MANAGER and the undersigned Resident(s) covering 6936 Briar Loop, Anchorage, AK 99518, hereinafter called PREMISES.

Resident(s) Name:

The TENANT hereby understands that the premises is inside of a home owners association. The association will have rules and regulations that will be posted on the property, online, and/or in writing via the mail for the PREMISES listed above.

The TENANT hereby understands they must comply with the associations rules and regulations. Any fees, fines, vehicle towing's, and or other violations will be back billed and charged to the tenant. Any violations can only be challenged in writing and submitted to the Board of Directors for their approval or denial of the letter.

There may be times where Real Property Management may also pass a fine for having to administer the violations. If there are more than three (3) violation complaints, the lease may be in jeopardy and an eviction or a request to leave the premises might take place.

I have read the foregoing, understand its contents, and agree to comply with its terms and conditions.

Resident Signature [Signature] (Date) 2-17-16

Resident Signature [Signature] (Date) 02/17/16

Resident Signature [Signature] (Date) 2/17/16

Resident Signature \_\_\_\_\_ (Date) \_\_\_\_\_

Resident Signature \_\_\_\_\_ (Date) \_\_\_\_\_